

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LAWRENCE CALLAHAM, *on behalf of himself,
individually, and on behalf of all other similarly situated,*

Plaintiffs,

— against —

SETTEMBRE LIMOUSINE SERVICE, INC.
and ANTHONY SETTEMBRE,

Defendants.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: <i>4-19-2018</i>

Civil Action No. 17-CV-04896
(CS) (PED)

**STIPULATION AND ORDER OF
DISMISSAL WITH PREJUDICE**

WHEREAS, this Stipulation and Order of Final Dismissal with Prejudice (“Stipulation”) is entered into between Plaintiffs Lawrence Callaham, Santos Cruz, and Jean Lucson (collectively, “Plaintiffs”) and Defendants Settembre Limousine Service, Inc., (collectively, “Defendants”) (“Plaintiffs” and “Defendants” together hereinafter referred to as “Parties”), by and through their undersigned counsel of record; and

WHEREAS, on June 28, 2017, Plaintiff, Lawrence Callaham, filed the Complaint in the United States District Court for the Southern District of New York against Defendants on behalf of himself, individually, and on behalf of all other similarly situated for alleged unlawful conduct based upon Defendants’ alleged violation of the overtime provisions of the Fair Labor Standards Act (“FLSA”), the New York Labor Law (“NYLL”), and the New York Compensation Codes Rules & Regulations (“NYCCR”), the NYLL’s requirement concerning distribution of gratuities to employees, and wage statement and wage notice requirements under the NYLL.

WHEREAS, the Parties understand and agree that Defendants deny each and every allegation of wrongdoing asserted in this litigation, including, but not limited to, all such allegations contained in the Complaint, and in any other papers filed or served by Plaintiffs or on

Plaintiffs' behalf in the above-captioned action; and

WHEREAS, the Parties exchanged relevant information, deliberated over the claims and defenses and engaged in good-faith, arms-length negotiations during a mediation conference with Raymond Nardo, Esq., a mediator in the SDNY Mediation Practice on March 5, 2018 after which they agreed to resolve this action; and

WHEREAS, the Parties believe and the Court finds that the terms of the Settlement Agreement & Release constitute a fair and reasonable settlement of the Fair Labor Standards Act claims raised by Plaintiffs in this lawsuit, taking into account the allegations asserted by Plaintiffs and the relevant documents and the defenses asserted by Defendants, and is therefore approved under *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015), and *Wolinsky v. Scholastic, Inc.*, 900 F. Supp. 2d 332 (S.D.N.Y. 2012).

This Court, having considered the foregoing, **IT IS HEREBY ORDERED**, that the above-captioned action is hereby dismissed pursuant to Federal Rule of Civil Procedure 41(a)(2), in its entirety (including all FLSA, NYLL, and NYCCR claims), with prejudice, and with no award of attorneys' fees or costs by the Court to any party, except as otherwise provided in the Parties' settlement agreement and as approved by the Court.

This Court shall retain jurisdiction of this matter for the sole purpose of enforcing the Parties' settlement and entering judgment in accordance therewith should that become necessary.

including attorneys fees
(although without making
a finding as to the
propriety of the hourly rates
used to calculate the
lodestar – as such a
finding is not necessary
in this case),

The Clerk of the Court shall close this case.

Respectfully submitted,

BORRELLI & ASSOCIATES, P.L.L.C.

MARKUS & SHERIDAN LLP

By: 
Jeffrey R. Maguire

By: /s/ Marc Sheridan
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Dated: 4/19/18, 2018

Dated: 4/19/18, 2018

SO ORDERED:



The Honorable Cathy Seibel, U.S.D.J.

Dated: 4/19, 2018
White Plains, New York